

[SPACE ABOVE FOR RECORDING PURPOSES]

* PREPARED BY AND RETURN TO:
BASKIN McCASKILL & CAMPBELL, P.A.
JEFFREY S. McCASKILL
MSB #09405
P. O. BOX 190
SOUTHAVEN, MS 38671-0190
(662) 349-0664 FILE# 909-165

Indexing Instructions:

(DeSoto) Parcel B, Section A, Southaven West Subdivision, Section 23, T-1-S,R-8-W, Plat Book 2, Pages 43-46
(Tippah) Northeast Quarter of Section 23, Township 4 South, Range 3 East
(Prentiss) Part of Block 12, William Boone and Curlee Survey of the Town of Booneville, Mississippi
(Benton) Part of Block 2, Village of Hickory Flat, in Section 27, T-5-S, R-1-E
(Benton) NW Corner of Block 9, Village of Hickory Flat, Section 27, T-5-S,R-1-E,
(Benton) 0.035 acres in Block 9, Town of Hickory Flat, Section 27, T-5-S, R-2-E
(Alcorn) Southeast Quarter of Section 9, Township 3 South, Range 7 East, Alcorn County

**COLLATERAL ASSIGNMENT OF LEASES,
RENTS, ROYALTIES AND INCOME**

THIS COLLATERAL ASSIGNMENT OF LEASES, RENTS, ROYALTIES AND INCOME ("Assignment"), made and entered into by and between **AB AND DAVE, LLC**, a Mississippi Limited Liability Company, as Assignor (herein designated as "Assignor"), and **COVENANT BANK**, a banking association, the address of which is 1130 Highway 6 East, Batesville, Mississippi, 38606, as Assignee (herein designated as "Lender"),

W I T N E S S E T H:

WHEREAS, Assignor is the owner of certain real property situated in DeSoto, Tippah, Alcorn, Prentiss, and Benton Counties, Mississippi, more particularly described on the Attached **Exhibit "A"** (the "Property"): and

WHEREAS, pursuant to the terms and conditions of the Loan Agreement by and between Assignor as the Borrower/Grantor therein and Lender dated as of even date herewith (the "Loan Agreement", the provisions of which are incorporated herein by reference. Lender has agreed to make a loan to Assignor in the principal amount of Seven Hundred Forty-Eight Thousand and

00/100 Dollars (\$748,000.00) (the "Loan"), such indebtedness of Assignor to be evidenced by one (1) negotiable promissory note of even date herewith in the principal amount of Seven Hundred Forty-Eight Thousand and 00/100 Dollars (\$748,000.00), bearing interest at the rate or rates specified therein, providing for payment of attorneys' fees for collection if not paid according to the terms thereof, and being finally due and payable, if not sooner paid, on December 1, 2031 (the "Note"); and

WHEREAS, the repayment of the Note and the payment and performance of the other obligations of Assignor under and pursuant to the Loan Agreement are secured, in part by a Deed of Trust of even date herewith executed and delivered by Assignor in favor of Lender and recorded or to be recorded in the official land records of DeSoto, Prentiss, Alcorn, Tippah and Benton Counties, Mississippi (the "Mortgage"); and

WHEREAS, the repayment of the Note and the payment and performance of the other obligations of Assignor under and pursuant to the Loan Agreement shall be secured, in part, by a Deed of Trust dated the date of the Note to be executed and delivered by the Assignor in favor of Lender and to be recorded in the official land records of DeSoto, Prentiss, Alcorn, Benton and Tippah Counties, Mississippi (the "Mortgage"); and

WHEREAS, as a condition to the obligation of the Lender to make the Loan and the agreement of the Lender to make the Loan pursuant to the terms and conditions of the Loan Agreement, Assignor is required to execute and deliver this Assignment.

NOW, THEREFORE, in consideration of Lender making the Loan to Assignor, the agreement of the Lender to make the Loan pursuant to the terms and conditions of the Loan Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer, convey and set over unto the Lender, upon the terms and conditions and for the uses hereinafter set forth, all right, title and interest of Assignor in and to (i) all Leases (ii) all Rents (iii) all Royalties and (iv) all Income.

TO HAVE AND TO HOLD the same unto the Lender, and its successors and assign forever, for the purpose of securing (i) payment of all of Assignor's obligations under the Note and the Loan Agreement, (ii) payment of all of Assignor's obligations under the Note and the Loan Agreement, (iii) payment of all other sums, with interest thereon, to become due and payable to Lender hereunder or under the other Loan Instruments, (iv) performance and discharge of each and every obligation, covenant, and agreement of Assignor whether contained herein or in the Note, the Loan Agreement or the other Loan Instruments, and (v) payment of every other obligation of Assignor to Lender now or hereafter existing (collectively, the Obligations').

This Assignment is delivered and accepted upon the knowing terms and conditions:

Section 1. **Definitions.** As used herein, the following terms shall have the following meanings:

- (a) **"Event of Default"** shall mean the occurrence of any of the following events: (i)

default by Assignor in the payment or performance of any of the Obligations: (ii) any warranty or representation in this Assignment, the Loan Agreement, or the other Loan Instruments is false, misleading or erroneous in any material respect when made; (iii) any substantial change in any fact warranted or represented in this Assignment, the Loan Agreement, or the other Loan Instruments: (iv) substantial loss, theft, destruction, sale, reduction in value, encumbrance of, damage to, or change in the Property; (v) the filing of any financing statement with respect to the Leases or the Rents other than relating to this Assignment; or (vi) the happening of any other "Event of Default" as such term is defined in the Loan Agreement.

(b) **"Leases"** shall mean any and all leases, or, subleases or sub-subleases, licenses, concessions or other agreements (whether written or oral and whether now or hereafter in effect) pursuant to which any person or entity is granted a possessory interest in, or right to use or occupy all or any portion of the Property, and all modifications, amendments or other agreements relating to such leases, subleases, sub-subleases or other agreements, and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto,

(c) **"Rents, Royalties and Income"** shall mean all the rents, additional rents, increases in rents, advance rents, issues, revenues, income, proceeds, profits, royalties, security deposits and other types of deposits, and other benefits paid or payable and to become due or payable to Assignor in respect of the use, occupancy, license or possession of any portion or portions of the Property, pursuant to the Leases, and the rights to enforce, whether at law or in equity or by any other means, all provisions thereof.

Section 2. **Representations, Warranties and Covenants.**

Assignor represents, warrants to and covenants with the Lender that:

(a) Each of the Leases, now or hereafter in effect, is and shall be a valid and subsisting lease. Assignor will not directly or indirectly amend, modify, cancel, terminate, or accept any surrender of any Lease without the prior written consent of the Lender.

(b) There are no defaults on the part of any of the parties to any Lease. Assignor will perform and observe, or cause to be performed and observed, all of the terms, covenants, and conditions on Assignor's part to be performed and observed with respect to the leases. Assignor will not waive or give any consent with respect to any default or variation in the performance of any material term, covenant, or condition on the part of any other party to be performed under the Leases, but will at all times take proper step to enforce all of the provisions and conditions thereof.

(c) Assignor has not sold, assigned, transferred, pledged, or otherwise encumbered any of the Leases, Rents, Royalties or Income other than to the Lender. Assignor will not sell, assign, transfer, pledge, or otherwise encumber the leases, Rents, Royalties or Income without the prior written consent of Lender.

(d) No Rents becoming due under any lease subsequent to the date hereof have been

collected other than as specifically provided in such Lease, nor has payment of any Rents been anticipated, waived, released, reduced, discounted, or otherwise discharged or compromised. The payment of the Rents to accrue under any Lease will not be waived, released, reduced, discounted or otherwise discharged or compromised by Assignor except as permitted in writing by the Lender and in accordance with the Loan Agreement and the other Loan Instruments. Assignor waives any rights of set off against any tenant under any Lease.

(e) Assignor has not otherwise performed, and will not perform, any acts, and has not executed, and will not execute, any instrument that would prevent Lender from exercising its rights under this Assignment.

(f) Assignor will deliver to Lender executed originals, to the extent available, or otherwise photocopies certified by Assignor as true, correct and complete copies of executed originals, of all Leases now or hereafter existing and executed originals, if available, or photocopies certified by Assignor as true, correct and complete copies of executed originals, of each document effecting the renewal, amendment, or modification of any Lease. Assignor will, upon the written request of Lender, specifically transfer and assign to Lender such other and future Leases upon the same terms and conditions as herein contained or include among the written provisions of any instrument hereafter creating any such Lease specific reference to this Assignment.

Section 3. Effect on Rights Under Other Documents.

Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the powers and rights granted to Lender hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the loan Agreement or any other Loan Instrument, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by lender under the terms of the loan Agreement or any other Loan Instrument. The rights of Lender under the Loan Agreement and the other loan Instruments may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents or grant of a security interest contained in the Mortgage or in any other Loan Instrument.

Section 4. Lender's Remedies Upon Event of Default.

Upon or at any time after the occurrence and during the continuance of an Event of Default, then in addition to and without limiting any of the Lender's rights and remedies hereunder and under the Loan Agreement or the other Loan Instruments and as otherwise available at law or in equity:

(a) Lender, at its option, without waiving such Event of Default, and without regard to the adequacy of the security for the indebtedness evidenced by the Term Note, and the other Obligations, either in person or by agent, without bringing any action or proceeding, or by a receiver appointed by a court, without taking possession of the Property in its own name, may demand, sue for or otherwise collect and receive all Rents, Royalties and Income including those

past-due and unpaid, for application to the payment of the indebtedness evidenced by the Term Note and the other monetary Obligations, in such manner and order as Lender, in its sole discretion, may determine, subject to the terms hereof 'the exercise by Lender of the option granted it in this Section and the collection of the Rents, Royalties and Income and the application thereof as herein provided shall not be considered a waiver of any Event of Default by Assignor under the Mortgage, or any other Loan Instrument.

(b) Assignor agrees that if Assignor becomes subject to any voluntary or involuntary bankruptcy. Lender is entitled to receive relief front the automatic stay in bankruptcy for the purpose of making this Assignment effective and enforceable under state and federal law and within Assignor's bankruptcy proceedings.

(c) Lender in respect of the Leases, Rents, Royalties and Income shall have all of the rights and remedies of a secured party under the Uniform Commercial Code to the extent of such rights thereunder and additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted.

Section 5. Application of Rents and Proceeds.

All Rents, Royalties and Income collected by Lender after an Event of Default shall be applied first to the costs of managing the Property and collecting the Rents, including, without limitation, fees for a receiver, attorneys fees and expenses, commissions to rental agents, repairs and other necessary related expenses, and then to payments on the Term Note, and the other monetary Obligations.

Section 6. Attorney-in-Fact.

Upon the occurrence and continuance of any Event of Default, Assignor hereby appoints Lender the attorney-in-fact for Assignor to take any action and execute any instruments that Assignor is obligated, or has covenanted and agreed under the Loan Agreement or the other Loan Instruments, to take or execute in respect to the Leases, which appointment as attorney-in-fact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing provisions of this Section 6, upon the occurrence and during the continuance of an Event of Default Assignor does hereby irrevocably appoint the Lender as its attorney-in-fact with full power, in the name and stead of Assignor to demand, collect, receive and give complete acquittance for any and all of the Rents now due or that may hereafter become due, and at the Lender's discretion, to file any claim, to take any other action, to institute any proceeding, or to make any settlement of any claim, either in Lender's own name or in the name of Assignor or otherwise, which the Lender may deem necessary or desirable in order to collect and enforce the payment of Rents.

Section 7. Termination.

The Lender, by the acceptance of this Assignment, agrees that when all indebtedness evidenced by the Term Note and all other Obligations secured hereby shall have been paid and discharged in full, this Assignment shall terminate, and the Lender shall execute and deliver to

Assignor upon such termination such instruments of reassignment and Uniform Commercial Code termination statements, all without recourse and without any representation or warranty whatsoever, as shall be reasonably requested by Assignor.

Section 8. Expenses.

Assignor agrees to pay to the Lender, upon demand, all out-of-pocket expenses (including reasonable expenses for attorneys' fees and costs of every kind) of, or incident to, the enforcement of any of the provisions of this Assignment or performance by the Lender of any obligations of Assignor hereunder which Assignor have failed or refused to perform.

Section 9. Further Assurances.

Assignor agrees that, from time to time upon the written request of the Lender, it will give, execute, deliver, file, and/or record any financing statements, notices, instruments, documents, agreements or other papers and do such other acts and things that may be necessary and desirable, in the reasonable judgment of the Lender, to create, preserve, perfect or validate this Assignment or to enable Lender to exercise and enforce its rights hereunder with respect to this Assignment.

Section 10. No Obligation by Lender; Indemnification.

(a) By virtue of this Assignment, the Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any of the Leases.

(b) This Assignment shall not operate to place responsibility for the control, care, management or repair of the Property upon the Lender, nor shall it operate to make the lender responsible or liable for any waste committed on the Property by any tenant or other party in possession or for any dangerous or defective condition of the Property or for any negligence in the management, upkeep, repair or control thereof.

(c) Assignor hereby agrees to indemnify and hold Lender harmless against and from (i) any and all liability, loss, damage, and expense (including reasonable expenses for attorneys' fees and costs of every kind) that Lender may or shall incur or that may be asserted under or in connection with any of the Leases, or by reason of any action taken by Lender under or in respect to any of the Obligations (including, without limitation, any action that Lender in its discretion may take to protect its interest in the Property and the Leases), and (ii) any and all claims and demands whatsoever that may be incurred by or asserted against Assignor by reason of any alleged obligations or undertakings on the part of Assignor to perform or discharge any of the terms, covenants, and conditions contained in any of the Leases.

Section 11. Miscellaneous.

(a) No failure on the part of the Lender or any of its agents to exercise, and no course

of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof: nor shall any single or partial exercise by the Lender or any of its agents of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein are cumulative and are not exclusive of any remedies provided by law.

(b) This Assignment shall be governed by and construed in accordance with the laws of the State of Mississippi.

(c) All rights and remedies set forth in this Assignment are cumulative, and the Lender may recover judgment thereon, issue execution thereafter, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby: and no such right or remedy set forth in this Assignment shall be deemed exclusive of any of the remedies or rights granted to the lender in the Loan Agreement or any of the other Loan Instruments. Nothing contained in this Assignment shall be deemed to limit or restrict the rights and remedies of the Lender under the Loan Agreement or any of the other loan Instruments.

(d) This Assignment may not be amended except by an instrument in writing signed by the Assignor and the Lender.

Section 12. **Defeasance.**

If Assignor shall pay or cause to be paid in full to Lender all monetary Obligations due to Lender hereunder and under the Term Note, the Loan Agreement and the other loan Instruments on or before the date on which they are due and payable and in the manner stipulated herein and therein, all without deduction or credit for taxes or other charges paid by Assignor, and if Assignor shall have kept, performed and observed, or shall cause to be kept, performed and observed, all the covenants and conditions contained herein and in the Loan Agreement and the other Loan Instruments, and if all other Obligations shall have been performed and discharged in full, then Lender shall deliver to Assignor all such documents in recordable form to release the Property and the Leases from the encumbrances in favor of Lender created hereby, but otherwise this Assignment shall remain in full force and effect.

Section 13. **Successors and Assigns.**

Assignor may not assign its rights under this Assignment without the prior written consent of Lender. Assignor hereby acknowledges and agrees that Lender may assign this Assignment. Subject to the foregoing, this Assignment shall be binding upon and shall inure to the benefit of Assignor and Lender and their respective successors and assigns.

Section 14. **Notices.**

All notices and communications hereunder shall be in writing. Notices shall be delivered personally (including by reputable independent overnight courier) or sent by certified or registered mail, postage prepaid, or by telex or facsimile transmission and shall be deemed

received in the ease of personal delivery, when delivered against a receipt therefor, in the case of mailing, when receipted for, and in the ease of telex and facsimile transmission, upon transmittal: provided that in the case of notices to the Lender, notice shall be deemed to have been given only when such notice is actually received by the Lender.

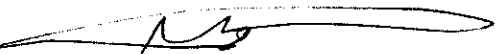
Notices to any party shall be sent to it at the following addresses, or any other address of which all the other parties are notified in writing:

If to Borrowers/Grantors: AB and DAVE, LLC
6520 Highway 178
Hickory Flat, MS 38633I

If to the Lender: Covenant Bank
1130 Highway 6 East
Batesville, Mississippi, 38606

IN WITNESS WHEREOF, Assignor and Lender have executed this Assignment effective on this the 9th day of August, 2011.

AB AND DAVE, LLC

By: 
ABDULKARIM SALEH ALRAHIMI
aka MOAFK MOHAMED ALSID
President and Operating Manager

COVENANT BANK

By:  VP Covenant Bank
TITLE

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said County and State, on this the 9th day of August, 2011, within my jurisdiction, the within named Abdulkarim Saleh Alrahimi aka Moafk Mohamed Alsid, who acknowledged that he is the President and Operating Manager of AB AND DAVE, LLC, a Mississippi Limited Liability

Company, and that for and on behalf of said Limited Liability Company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

(SEAL)

My Commission Expires:



[Signature]
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said County and State, on this the 7th day of August, 2011, within my jurisdiction, the within named CHARLES BURNETTE who acknowledged to me that he is the Executive Vice-President of Covenant Bank, a banking association, and that for and on behalf of said Covenant Bank, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said banking association so to do.

(SEAL)

My Commission Expires:



[Signature]
NOTARY PUBLIC

EXHIBIT "A"**ALCORN COUNTY, MS**

TRACT 1: Commencing at the Southeast corner of the Southeast Quarter of Section 9, Township 3 South, Range 7 East, in Alcorn County, Mississippi, and run thence West 50 feet to the West right-of-way of U. S. Highway #45; thence North along said right-of-way 20 feet to the intersection of said West right-of-way with the North right-of-way of a county road for a point of beginning; thence North along the West right-of-way of U. S. Highway #45 210 feet; thence West 210 feet; thence South 210 feet to the North right-of-way of said county road; thence East along said North right-of-way 210 feet to the point of beginning. Containing one (1) acre, more or less. Being the same property conveyed to Tony D. Morton by deed dated May 18, 1983, which has been recorded in the Chancery Clerk's Office of Alcorn County, Mississippi in Deed Book 213 at page 28.

TRACT 2: Commencing at the Southeast corner of the Southeast of Section 9, Township 3 South, Range 7 East, Alcorn County, Mississippi; thence run West 50 feet to a point on the West right-of-way line of U. S. Highway #45; thence run North along said West right-of-way line 20 feet to the intersection with the North right-of-way line of a paved public road, said point being the Southeast corner of the Tony Morton 1.0 acre tract as referenced in Deed Book 213 at page 28 in the Chancery Clerk's Office of Alcorn County, Mississippi; thence run West along said North right-of-way line 210 feet to the Southwest corner of the Tony Morton 1.0 acre tract as referenced herein, said point being the point of beginning; thence continue West 210 feet along the North right-of-way line of said paved public road; thence run North 210 feet; thence run East 210 feet parallel to the North right-of-way line of said paved public road; thence run South 210 feet to the point of beginning, containing 1.0 acre, more or less. Being the same property conveyed to Tony Morton by deed dated February 22, 1988, which has been recorded in said records in Deed Book 287 at pages 108.

LESS AND EXCEPT the following parcels of land:

PARCEL A: Begin at a point 20.8 feet North of and 49.9 feet West of the Southeast corner of Section 9, Township 3 South, Range 7 East; from said point of beginning run thence North 88 degrees 33 minutes West a distance of 130.8 feet to a point hereby designated Point "A" for use in describing Parcel B; thence North 00 degrees 56 minutes East a distance of 30.7 feet; thence North 25 degrees 03 minutes East a distance of 195.4 feet; thence run South 88 degrees 51 minutes East a distance of 48.5 feet; thence run South 00 degrees 16 minutes West a distance of 210.0 feet to the point of beginning of this Parcel A, containing 0.46 acres, more or less.

PARCEL B: Begin at Point "A" as it is designated in Parcel A above, from said point of beginning run thence North 88 degrees 33 minutes West a distance of 75.0 feet; thence North 00 degrees 56 minutes East a distance of 20.0 feet; thence North 83 degrees 20

minutes East a distance of 75.7 feet; thence South 00 degrees 56 minutes West a distance of 30.7 feet to Point "A" and the point of beginning of this Parcel B, containing 0.04 acre, more or less.

Parcel A and Parcel B contain an aggregate of 0.50 acres, more or less, and are situated in and a part of the Southeast Quarter of the Southeast Quarter of Section 9, Township 3 South, Range 7 East, Alcorn County, Mississippi.

There is also excepted all abutters rights of access, if any, in, to and over on and across the above described land designated as Parcel A.

ALSO,

BENTON COUNTY, MS

TRACT 1: Beginning at the Northwest Corner of Block No.9, according to the Wolff Survey of the said Village of Hickory Flat on Section 27, Township 5 South, Range 1 East, within said Village County and State; run thence South with the east boundary of Wolff Street within said village, county and State to the south boundary of that certain one-acre lot in the Northwest Corner of said Block No.9 in the said village, county and State, conveyed to said Hardy Elizabeth Mannon Dixon by the Bank of Hickory Flat of Hickory Flat, Mississippi, by deed dated May 8, 1930, recorded in Land Deed Book No. 25, at page 415 in the office of the Chancery Clerk of Benton County, Mississippi, reference to which is hereby made; thence East with the South boundary of said one-acre lot 140 feet to a stake; thence North to the North boundary of said Block No.9; thence West 140 feet to the Point of Beginning, except the right of way of U.S. Highway No. 78, as described in Cause No. 2065 on the general docket of the Chancery Court of Benton County, Mississippi.

TOGETHER WITH ALL BUILDINGS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING.

SUBJECT TO: Rights of way and easements for public roads, streets and utilities and all zoning ordinances and building ordinances of the Town of Hickory Flat, Mississippi.

This is the same land and property conveyed to Christina B. Gray and Milton C. Bell by warranty deed from Steve Floyd and wife, Deanna Floyd, dated December 9, 1966, recorded in Land Deed Book No. 143, at page 332 on December 10, 1996, at 9:30 a.m. in the office of the Chancery Clerk of Benton County, Mississippi.

TRACT 2: 0.035 acre of land located in Block No. 9 in the Town of Hickory Flat, Mississippi more particularly described as follows: Commence at the intersection of the South right of way of U.S. Highway No. 78 and the center of Oak Street in the Town of Hickory Flat, Mississippi; said point being in Section 27, Township 5 South, Range 1 East, Benton County, Mississippi; thence with said right of way run North 87 degrees 24 minutes West for a distance of 142.0 feet to a wood stake; said wood stake being the

Point of Beginning for herein described parcel; thence leaving said Highway right of way run South 08 degrees 30 minutes West for a distance of 75.8 feet to a wood stake; thence run North 88 degrees 30 minutes West for a distance of 14.8 feet to a wood stake on fence line; thence leaving fence line run North for a distance of 75.8 feet to the Highway right of way; thence run South 87 degrees 24 minutes East for a distance of 26.0 feet to the Point of Beginning containing 0.035 acre, more or less. The above described parcel being in Block No.9, according to the Wolff Survey of the Village of Hickory Flat together with all buildings, hereditaments and appurtenances thereunto belonging.

LESS AND EXCEPT street right of way.

This is the same land and property conveyed to Milton C. Bell and Christina B. Gray by warranty deed from Steve Floyd and wife, Deanna Floyd, dated February 18, 1997, recorded in Land Deed Book No. 143, at page 705 on February 20, 1997, at 9:30 a.m. in the office of the Chancery Clerk of Benton County, Mississippi.

ALSO,

BENTON COUNTY, MS

PART OF BLOCK 2, VILLAGE OF HICKORY FLAT, BEING IN SECTION 27, TOWNSHIP 5 SOUTH, RANGE 1 EAST, BENTON COUNTY, MISSISSIPPI.

BEGINNING at a point where the centerline of Wolf Street intersects with the centerline of U.S. Highway No. 78 in the village of Hickory Flat, Mississippi; thence North 70 feet to the POINT OF BEGINNING; thence West 99 feet to a stake; thence North 125 feet to a stake; thence East 99 feet to a stake; thence South 125 feet to a stake at the POINT OF BEGINNING, containing one-half acre, more or less, and being located in Block No. 2 of the Village of Hickory Flat, situated in Section 27, Township 5 South, Range 1 East, and then the same land conveyed to Lloyd D. Day by Warranty Deed from J.B. Nichols et ux dated April 28, 1983 and recorded in Land Deed Book No. 99 on page 32.

PRENTISS COUNTY, MS

INDEXING: PART OF BLOCK 12, WILLIAM BOONE AND CURLEE SURVEY OF THE TOWN OF BOONEVILLE, MISSISSIPPI, DESCRIBED AS FOLLOWS:

Beginning at a point where the north right-of-way line of Adams Street intersects the West right-of-way line of U.S. Highway 45 and run North along the West right-of-way line of U.S. Highway No. 45 a distance of 162.5 feet to the POINT OF BEGINNING; thence continue North along the West right-of-way line of U.S. Highway No. 45 a distance of 150 feet to a point; run thence West parallel with the North right-of-way line of Adams Street a distance of 100 feet to a point; run thence South parallel with the West right-of-way line of U.S. Highway No. 45 a distance of 150 feet to a point; thence run

East parallel with the North right-of-way line to Adams Street a distance of 100 feet to the POINT OF BEGINNING.

TOGETHER WITH ALL BUILDINGS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING; specifically including all underground storage tanks and product transfer lines.

SOURCE DEED: This is the same land and property as conveyed to Khalid Y. Ghanem aka Kevin Ghanem and Samir Suleiman by Warranty Deed dated February 3, 2005, and executed by Brewer/Brewer, LLC a Mississippi Limited Liability Company, recorded in Land Deed Book No. 218, Page 89 in the office of the Chancery Clerk of Prentiss County, Mississippi.

SUBJECT TO: Rights of way and easements for public road and utilities

ALSO,

TIPPAH COUNTY, MS

A tract of land located and situated in the Northeast Quarter of Section 23, Township 4, Range 3 East, in the City of Ripley, Tippah County, Mississippi, more particularly described as follows:

Begin at the South side of Mississippi State Highway Number 15, on the West side of the Ripley-Pontotoc Road at the point of intersection of said road; running thence South with the west line of the right of way of said Ripley and Pontotoc Road 133 feet; thence in a Southwesterly direction 149 feet, more or less, to a stake; thence in a Northerly direction 163 feet to Highway Number 15, as now surveyed; thence with the line of said Highway Number 15, 142 feet in a Northeasterly direction to the point of beginning; thence along land being located in the Northeast Quarter of Section 23, Township 4, Range 3 East, of Tippah County, Mississippi, and situated in the City of Ripley, Mississippi. LESS AND EXCEPT, all underground tanks, utility and gas line easements. This being a portion of the same real estate deeded by Dennis W. Vogue, Substituted Trustee, to Hill Brothers Construction Company, Inc., on the 2nd day of April, 1984, deed to which appears of record in Land Deed Book Number 120 at Pages 599-602 of the Land Deed Records of Tippah County, Mississippi, to which direct reference is hereby made.

DESOTO COUNTY, MS

Southaven Property (Highway 51 and Brookhaven)

Being part of Parcel "B", Section "A" Southaven West Subdivision, located in Section 23, Township 1 South, Range 8 West, DeSoto County, Mississippi, as recorded in Plat Book 2, Pages 43-46, in the Office of the Chancery Clerk of DeSoto County, Mississippi and more particularly described as follows:

Beginning at an iron pipe in the West line of U.S. Highway ay 51 South 25 feet from the P.I. of the curve at the Southwest corner of Brookhaven Drive and U.S. Highway 51 South, said point being 50 feet from centerline of U.S. Highway 51 South as measured perpendicular to said Highway; and running thence on a magnetic hearing of South 1 degrees 30' East a distance of 170 feet to an iron pipe; thence South 88 degrees 30' West perpendicular to Highway 51 a distance of 150 feet to an iron pipe; thence North I degrees 20' West and parallel with U.S. Highway 51 South 195 feet to an iron pipe in the South line of Brookhaven Drive; thence North 88 degrees 30' East with said South line of Brookhaven Drive 125 feet to an iron pipe at the beginning of a curve; thence Southeastwardly by a curve to the right, hawing a radius of 25 feet, a distance of 39.27 feet, as measured along the arc of said curve to the POINT OF BEGINNING.

PERMITTED EXCEPTIONS:

1. Covenants conditions and restrictions contained in Plat Book 2, Pages 43-46, in the Office of the Chancery Clerk of DeSoto County, Mississippi